

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CARLOS GASPERI,

No. 19 CV 9309-LTS-JLC

Plaintiff,

-against-

ORDER

PB HUDSON LLC, et al.,

Defendants.

The Court has received and reviewed Plaintiff's letter dated May 24, 2021, and the attached settlement agreement, requesting that the Court so order the parties' stipulation of dismissal with prejudice. (Docket entry no. 28.) Cheeks v. Freeport Pancake House Inc., 796 F.3d 199 (2d Cir. 2015) requires the Court to determine whether the settlement agreement is fair and reasonable. While the rationale for the settlement and attorneys fee amounts described by counsel are consistent with the recollection of the mediator and are facially reasonable, the agreement also includes a broad general release by Plaintiff that goes far beyond the retaliation claim, see Cheeks, 796 F.3d at 206 (citing with approval a district court's rejection of a proposed settlement that included a release waiving claims, known and unknown, beyond the wage-and-hour claims at issue in the case), and a strict confidentiality provision that binds only Plaintiff and could trigger draconian consequences. See Lopez v. Nights of Cabiria, LLC, 96 F. Supp. 3d 170, 177 (S.D.N.Y. 2015) (rejecting an FLSA settlement because the confidentiality provision ran counter to the congressional purpose of the FLSA "to advance employees' awareness of their FLSA rights and to ensure pervasive implementation of the FLSA in the workplace.") No evidence or argument is proffered as to the reason for, or reasonableness and fairness of, these provisions.

Accordingly, the parties' application for approval of the settlement agreement is hereby denied, without prejudice to resubmission of a settlement agreement, without the general release and confidentiality provisions located at sections five and six of the settlement agreement, by **June 1, 2021**.

SO ORDERED.

Dated: New York, New York
May 25, 2021

/s/ Laura Taylor Swain
LAURA TAYLOR SWAIN
Chief United States District Judge